

Amendment 203

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 203 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 15th day of May, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF").

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to provide the Agencies with a list of the error messages currently found on the Cardholder Website (CHW) and Business Account Website (BAW). This work is more fully described in Change Request CR -002686 *CH-BA Error Messages 2011-05-17 v8.0*.
- C. The Parties agree that the Work necessary to provide the list of error messages will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to provide the Agencies with a list of the error messages currently found on the Cardholder Website (CHW) and Business Account Website (BAW). Such work will include the following:
- (a) Extract the latest error messages, currently found on the CHW and BAW.
 - (b) Provide list of error messages to the Agencies in the form of a new document to be entitled "CH-BH Error Messages"

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed within ten (10) business days of the final MR 18 "Promote to Production" (P2P) date. The current MR 18 schedule anticipates the final P2P date to be June 22, 2012. Assuming there are no MR 18 schedule changes, the work for this Amendment would be completed no later than July 9, 2012. The schedule will adjust accordingly if MR 18 is delayed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

- 3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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The Contractor will perform the work necessary to provide a list of CHW and BAW error messages.	
TOTAL	\$889

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA,) Inc.

By: [Signature]
Its: GENERAL MANAGER
Date: 5/11/12

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: May 15, 2012